JD–109–16
Muscatine, IA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

HY-BRAND INDUSTRIAL CONTRACTORS, LTD.
AND BRANDT CONSTRUCTION, CO., AS A
SINGLE EMPLOYER AND/OR JOINT EMPLOYERS

and	**Cases**	**25–CA–163189**
		25–CA–163208
		25–CA–163297
DAKOTA UPSHAW, an Individual		**25–CA–163317**
		25–CA–163373
DAVID NEWCOMB, an Individual		**25–CA–163376**
		25–CA–163398
RON SENTERAS, an Individual		**25–CA–163414**
		25–CA–163941
AUSTIN HOVENDON, an Individual		**25–CA–163945**
NICOLE PINNICK, an Individual		

Fredric Roberson **and** ***Patricia McGruder, Esqs.***,
for the General Counsel.
James Faul, Esq. (Hartnett, Gladney Hetterman, L.L.C.),
for the Charging Parties.
Stanley E. Niew **and** ***David A. Courtright, Esqs. (Law Offices of Stanley E. Niew, P.C.)***,
for the Respondent.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This case was tried in Davenport, Iowa from July 12 to 14, 2016. The complaint alleged that Hy-Brand Industrial Contractors, Ltd. (Hy-Brand) and Brandt Construction Co. (Brandt) are single and/or joint employers (collectively called the Respondent), and terminated Dakota Upshaw, Cole Hinkhouse, Austin Hovendon, Alezzandro Campbell, David Newcomb, Ron Senteras and Nicole Pinnick in violation of Section 8(a)(1) of the National Labor Relations Act (the Act).

On the entire record, including my observation of the witnesses' demeanors, and after considering post-hearing briefs, I make the following

FINDINGS OF FACT[1]

I. JURISDICTION

At all material times, Hy-Brand, a corporation located in Muscatine, Iowa, has performed construction services as a general contractor. Annually, it provided services valued in excess of $50,000 to clientele located outside of Iowa. It, thus, admits, and I find, that it is an employer engaged in commerce, within the meaning of Section 2(2), (6) and (7) of the Act.

At all material times, Brandt, a corporation located in Milan, Illinois, has performed construction services as a highway builder. Annually, it provided services valued in excess of $50,000 to clientele located outside of Illinois. It, thus, admits, and I find, that it is an employer engaged in commerce, within the meaning of Section 2(2), (6) and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Introduction

Brandt performs public works and other construction projects.[2] It is a family business, which is owned by Charles Brandt and his 3 sons, Terrance, Todd and Trent. It employs 140 employees, who act as laborers, operators, ironworkers, carpenters, masons and drivers. Terrance Brandt (i.e. the eldest son) oversees all major decisions, and supervises Human Resources Director Lisa Coyne, Safety Director Anna Copeland and Comptroller Kelly Bisbee.

Hy-Brand erects steel warehouses and other structures, and employs about 10 ironworkers, carpenters and masons. These workers are supervised by General Manager Randy Sackville and Superintendent Mike Thurman. Sackville reports to Terrence Brandt.

B. Comparing Operations

1. Management and Ownership

The following chart is descriptive:

Individual	Brandt	Hy-Brand
Charles W. Brandt	President (50% interest)	Same role and interest
Terrence L. Brandt	Vice-President (25.5% interest)	Same role and interest
Todd L. Brandt	Secretary(12.5% interest)	Same role and interest
Trent L. Brandt	Treasurer (12% interest)	Same role and interest

(GC Exh. 2).

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1 Unless otherwise stated, factual findings arise from joint exhibits, stipulations and undisputed evidence.

2 Its projects include: asphalt and concrete paving of interstate roads and municipal airports; new and rehabilitative structural concrete work; water line and sewer construction; and railway construction.

2. Labor Policy and Control

a. Workplace Rules

Both entities maintain these identical workplace rules: Equal Employment Opportunity (EEO policy); Workplace Harassment (harassment policy); Family and Medical Leave Act (FMLA policy); and Drug Free Workplace (the Drug policy). (GC Exhs. 3–10). These policies were drafted by Terrence Brandt and Brandt's Coyne. Brandt and Hy-Brand employees are also subject to common safety and mobile phone rules. Hy-Brand has its own safety manual (GC Exh. 11), which was drafted by Hy-Brand's Sackville and Brandt's Copeland.

b. Payroll and Benefit Administration

Brandt's Coyne processes payroll and direct deposit, handles health, life and dental insurance benefits, and maintains W-2 and tax records for both entities. Terrence and Todd Brandt authorize direct deposit releases for both entities.

c. Annual Meeting

Hy-Brand and Brandt employees jointly attend an annual meeting, which is led by the Brandt family. (GC Exhs. 12–14). Common employment, benefit, safety, labor relations and training policies are reviewed at this meeting. (GC Exh. 13).

d. Hiring and Firing

Terrence Brandt makes firing decisions for both entities. (GC Exhs. 16, 18) (Hy-Brand); (GC Exh. 20)(Brandt). Hy-Brand's Sackville independently makes hiring decisions, although he is managed by Terrence Brandt, who is empowered to reverse his decisions.

e. Common Benefits

Employees of both entities receive identical 401K, health, dental and life insurance benefits, and are covered under the same workers compensation policy. Hy-Brand reimburses Brandt for such benefits. (R. Exh. 32).

f. Safety Servicing

Brandt's Copeland provides safety services to Hy-Brand. She visits jobsites, provides training, and cites deficiencies. (R. Exh. 36; tr. 327).

3. Interrelated Operations

a. Personnel

Certain operations are interrelated. Hy-Brand's Upshaw testified that he worked alongside Brandt employees on several projects, where he dually reported to Brandt and Hy-

Brand managers. He recalled sharing a scissor lift with Brandt's Adam Warren on a GSTC warehouse project in 2015,[3] and related that Brandt and Hy-Brand workers performed the same work (i.e., rigging and steel erection) at this jobsite. Hy-Brand's Hinkhouse and Hovendon, and Brandt's Senteras, provided similar testimony regarding the GSTC jobsite.[4] Senteras added that he also worked with Hy-Brand personnel at the Marquis Energy plant and John Deere warehouse jobsites. No examples were offered of employees transferring between entities.

b. Equipment

Hy-Brand's Upshaw recalled using Brandt equipment (e.g., a telehandler and skid steer). Hy-Brand rented large-scale equipment and rolling stock (e.g., cranes) from Brandt.

c. Services and Billing

Hy-Brand performs construction services for Brandt, and then bills Brandt for such services. (R. Exh. 21). The opposite is also true. (R. Exh. 22; GC Exhs. 26–32).

C. Discharges

1. Upshaw, Hovendon, Campbell and Hinkhouse

On July 8, Upshaw, Hovendon, and Campbell submitted letters to Hy-Brand announcing their decision to strike over unsafe working conditions, and substandard wages and benefits; they also asked to meet over their grievances.[5] (GC Exhs. 15, 17). Their letters did not describe an intention to resign. Thereafter, they began their strike and left the jobsite.[6] Although Hinkhouse did not submit a strike letter, he simultaneously joined the strike and stated his intention to strike to his supervisor, Larry Wendt.[7] Upshaw, Hovendon, Campbell and Hinkhouse, who each possessed strong demeanors and were highly consistent, testified that their sole intent was to strike, i.e. not resign.[8] On July 10, Terrence Brandt notified the employees that they had quit, and terminated their employment. (GC Exhs. 16, 18, 23; R. Exh. 18A).

2. Newcomb

Newcomb testified about the safety concerns that he had, while he was employed at Hy-Brand (e.g., the absence of a safety spotter and insufficient safety gear. He stated that, consequently, he told Hy-Brand supervisor Andrew Campbell that he was joining the strike on July 23. He also credibly denied resigning. On July 30, Terrence Brandt advised him that he had quit. (GC Exh. 24).

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3 All dates are in 2015, unless otherwise indicated.

4 Hy-Brand's Newcomb indicated that, at the GTSC job, Brandt operated a crane, while Hy-Brand worked the roof.

5 Campbell's strike letter was not produced.

6 The strike was unaccompanied by picketing; it solely involved withheld labor.

7 Wendt was never called to rebut such testimony, which has been credited.

8 Such testimony was consistent with their strike letters and other undisputed record evidence.

3. Senteras

On October 12, Senteras joined the strike. (GC Exh. 19). He credibly stated that he did not resign. On October 12, Terrence Brandt advised him that he had resigned. (GC Exh. 20).

4. Pinnick

On November 18, Pinnick joined the strike. (GC Exh. 21). On November 19, she received a similar discharge letter. (GC Exh. 22). In a November 25 letter, she advised Brandt that she did not resign, was striking, and requested a meeting. (R. Exh. 9A). He did not reply.

5. Terrence Brandt's Contentions

Terrence Brandt averred that the workers were not fired, were not classified as resignations, and he knew that it was unlawful to fire strikers. (Tr. 517). He said that only Hinkhouse was fired because he never tendered a strike letter.

6. Credibility Resolution

Terrence Brandt's claim that the strikers were neither fired nor handled as resignations is incredible. This testimony is irreparably contradicted by his letters, which repeatedly described their resignations. His letters omitted any discussion of the strike or their connected employment rights. I find, accordingly, that he fired the strikers, and falsely stated that they had quit.

III. Analysis

A. Single Employer Status[9]

Brandt and Hy-Brand are a single employer. In *Cimato Brothers, Inc.*, 352 NLRB 797, 798 (2008), the Board held:

> In determining whether two nominally separate employing entities constitute a single employer, the Board examines four factors: (1) common ownership, (2) common management, (3) interrelation of operations, and (4) common control of labor relations. No single factor is controlling, and not all need be present. Rather, single-employer status ultimately depends on all the circumstances. It is characterized by the absence of an arm's-length relationship among seemingly independent companies.

This inquiry assesses whether nominally "separate corporations are not what they appear to be, [and] that in truth they are but divisions or departments of a single enterprise." *NLRB v. Deena Artware, Inc.*, 361 U.S. 398, 402 (1960). Centralized control of labor relations is, generally, considered to be the most important factor in this analysis. See, e.g., *Geo. V. Hamilton, Inc.*, 289 NLRB 1335, 1337 (1988). "[C]ommon ownership, while significant, is not determinative in the absence of centralized control over labor relations." *Mercy Hospital of Buffalo*, 336 NLRB

[9] This allegation is listed under complaint par. 3.

1282, 1284 (2001).

1. Common Ownership and Management

Common ownership and management favors single employer status. Both entities have the same owners in identical percentages, with common presidents, vice-presidents, secretaries, treasurers, safety officers, and human resources officials.

2. Central Control of Labor Relations

This factor heavily supports single employer status. First, Hy-Brand lacks a human resources department and delegates this key labor relations function to Brandt, which administers payroll, tax, and direct deposit matters for both entities. Second, both entities are subject to identical EEO, harassment, FMLA, drug, safety and cell phone polices. Third, both entities offer identical health, life, dental, and retirement benefits, which are administered by Brandt. All workers are covered under the same workers compensation insurance policy. Fourth, all employees attend an annual meeting, which addresses several common employment issues. Additionally, Terrence Brandt makes firing decisions at both entities, and Copeland provides safety consulting services to both entities.

3. Interrelationship of Operations

This factor favors single employer status. Employees of both entities work together on certain projects, and periodically share equipment. Brandt rents equipment and machinery to Hy-Brand, and receives reimbursement. Hy-Brand performs construction services for Brandt, and vice versa, and then bills the other entity. No evidence was presented, which established that these arrangements were arms-length deals involving a market rate of compensation.

4. Conclusion

Respondent is a single employer. All factors were satisfied; there is a clear lack of an arm's-length relationship.

B. Joint Employer Status[10]

Respondent is also a joint employer, on the basis of much of the same evidence that prompted a single employer finding. In *BFI/Newby Island Recyclery*, 362 NLRB No. 186, slip op. at 15 (2015), the Board described the following joint employer test:

> The Board may find that two entities …are joint employers of a single work force if they are both employers within the meaning of the common law, and if they share or codetermine those matters governing the essential terms and conditions of employment. [citations and footnotes omitted].

The Board does not require actual control over essential terms and conditions of employment; it

[10] This allegation is listed under complaint par. 4.

is sufficient that the alleged joint employer has the authority to do so.[11] Terms of employment such as hiring, firing, disciplining, supervising and directing employees as well as wages and hours are examined to determine whether such authority exists. Other examples include dictating the number of workers, controlling scheduling, seniority and overtime, assigning work, and determining the manner and method of work. Id.; see also, *Retro Environmental, Inc.*, 364 NLRB No. 70, slip op. at 5 (2016).

Respondent is a joint employer; employees' essential terms and conditions of employment are jointly governed. Both entities share payroll, tax, overtime, timesheets, and direct deposit duties. They administer identical workplace policies and rules covering EEO, harassment, FMLA, drug, safety, workers compensation, and cell phone issues. They share in the administration of several identical benefits, including health, life, dental, and retirement benefits. Day-to-day safety issues are jointly administered by Copeland, who services both Brandt and Hy-Brand. Joint governance is reinforced at annual meetings. Finally, VP Terrence Brandt makes firing decisions at both entities and is unequivocally empowered to make all key personnel decisions, even though he delegates many ministerial tasks to lower level supervision.

C. Discharge Allegations[12]

Respondent unlawfully discharged Upshaw, Hinkhouse, Hovendon, Campbell, Newcomb, Senteras, and Pinnick (collectively called the strikers). They were fired for engaging in a work stoppage, and were intentionally mislabeled as resignations. Respondent failed to show that they abandoned their employment before their firings.

1. Legal Precedent

In *Atlantic Scaffolding Co.*, 356 NLRB 835 (2011), the Board held as follows:

> [W]hen an employer asserts that employees were discharged because they would not return to work after commencing a work stoppage, the assertion suggests that the discharge was for engaging in the work stoppage itself…. In order to show that employees truly abandoned their jobs, an employer must present "unequivocal evidence of intent to permanently sever [the] employment relationship." ….
>
> Where …employees are terminated for engaging in a protected concerted work stoppage, *Wright Line* is not the appropriate analysis, as the existence of the 8(a)(1) violation does not turn on the employer's motive…. Rather, when the conduct for which the employees are discharged constitutes protected concerted activity, "the only issue is whether [that] conduct lost the protection of the Act because … [it] crossed over the line separating protected and unprotected

[11] Thus, the Board overruled prior precedent to the extent those cases held that mere authority to control employees' terms and conditions of employment was an inadequate indicia of joint employer status unless the authority was exercised directly and immediately and not in a limited and routine manner. *BFI*, supra, slip op. at 16.

[12] These allegations are listed under complaint pars. 6 and 7.

activity."

Id. at 838 (citations omitted).

2. Analysis

The strikers engaged in protected activity, when they conducted a work stoppage regarding safety, wages and benefits. The essence of their work stoppage was repeatedly communicated in their strike letters.[13] (GC Exhs. 15, 17, 19, 21, 22).

Respondent did not show that they had quit, as asserted in their termination letters. The strikers credibly testified that they did not resign, and such testimony was consistent with their strike letters. Respondent, as a result, fell vastly short of proving that they "unequivocal[ly] … intend[ed] to permanently sever [their] employment relationship." *L.B. & B. Associates, Inc.*, 346 NLRB 1025, 1029 (2006), enfd. 232 Fed. Appx. 270 (4th Cir. 2007). Respondent similarly failed to show that the strikers lost the protection of the Act by engaging in misconduct. See *Atlantic Scaffolding Co.*, supra 356 NLRB at 836. There was no showing in this regard.

In sum, the record clearly shows that the Respondent fired the strikers because they participated in a protected, concerted work stoppage. Any claims that they had quit or lost the Act's protection was a sham. Their discharges, therefore, violated the Act.

CONCLUSIONS OF LAW

1. Brandt and Hy-Brand, which collectively comprise the Respondent, are single and joint employers, and are jointly and severally liable for the violations found herein.

2. Brandt and Hy-Brand are individually, and as single and joint employers, employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. Respondent violated Section 8(a)(1) by discharging Upshaw, Hinkhouse, Hovendon, Campbell, Newcomb, Senteras, and Pinnick for participating in a work stoppage.

4. The unfair labor practices set forth above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent committed unfair labor practices, it is ordered to cease and desist and to take certain affirmative action designed to effectuate the Act's policies. It must offer the strikers full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. It must also make them whole for any loss of earnings and other benefits suffered as a result of their discrimination. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New*

[13] Knowledge of the strike was also conceded by Terrence Brandt.

Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Moreover, in accordance with *King Soopers, Inc.*, 364 NLRB No. 93 (2016), it shall compensate them for their search-for-work and interim employment expenses, if any, regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. It is further ordered to compensate the strikers for any adverse tax consequences associated with receiving a lump-sum backpay award and to file with the Regional Director a report allocating the backpay award to the appropriate calendar year. *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). It is must also remove from its files any references to these unlawful discharges, and within 3 days thereafter to notify the strikers in writing that this has been done and that their discipline will not be used against them in any way. It shall also post the attached notice in accord with *J. Picini Flooring*, 356 NLRB 11 (2010).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[14]

ORDER

Respondent, a single and joint employer, which consists, inter alia, of Hy-Brand Industrial Contractors, Ltd. (Hy-Brand) of Muscatine, Iowa, and Brandt Construction Co. (Brandt) of Milan, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Firing or otherwise discriminating against its employees for participating in a work stoppage or engaging in any other protected concerted activities.

b. In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

a. Within 14 days from the date of this Order, offer Upshaw, Hinkhouse, Hovendon, Campbell, Newcomb, Senteras and Pinnick full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

b. Make these employees whole for loss of earnings and other benefits suffered due to the discrimination against them, as set forth in this decision's remedy section.

c. Compensate these employees for the adverse tax consequences, if any, of

[14] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

receiving a lump-sum backpay award, and file with the Regional Director, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year.

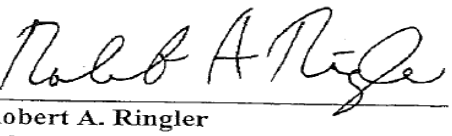
d. Within 14 days from the date of this Order, remove from its files any reference to these unlawful discharges, and within 3 days thereafter, notify the strikers in writing that this has been done and that their discharges will not be used against them in any way.

e. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

f. Within 14 days after service by Region 25, post at its Milan, Illinois and Muscatine, Iowa facilities copies of the attached notice marked "Appendix."[15] Copies of the notice, on forms provided by the Regional Director, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, it shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by it at any time since July 10, 2015.

g. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that it has taken to comply.

Dated Washington, D.C. November 14, 2016



Robert A. Ringler
Administrative Law Judge

[15] If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT discharge or otherwise discriminate against you for participating in a strike or engaging in any other protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights set forth above.

WE WILL within 14 days from the date of the Board's Order, offer Upshaw, Hinkhouse, Hovendon, Campbell, Newcomb, Senteras and Pinnick full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make these employees whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses.

WE WILL compensate them for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and **WE WILL** file with the Regional Director, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for these employees.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges of these employees, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that their discharges will not be used against them in any way.

HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., SINGLE AND JOINT EMPLOYERS

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

575 North Pennsylvania Street, Federal Building, Room 238, Indianapolis, IN 46204–1577
(317) 226–7382, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/25-CA-163189 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (317) 226–7413